

- (d) The institution of bankruptcy, reorganization, liquidation, or receivership proceedings, voluntary or involuntary by or against you, or the appointment of a receiver, trustee, conservator or other judicial representative for you.
  - (e) Allowing any property of ours to become subject to a lien or encumbrance.
  - (f) Conviction of you of an offense directly related to the business conducted under the Agreement;
  - (g) Voluntary or involuntary abandonment of the contract relationship by you, including, but not limited to, your failure to provide adequate care and feed for the turkeys, or your action, omission, or inaction resulting in the immediate peril to the turkeys.
  - (h) Disclosure of confidential information belonging to us or disclosure or use of our trade secrets, including allowing a competitor or agent of a direct competitor access to the Facility.
- (3) If you are in default, we will provide you with written notice ninety (90) days prior to the termination date and the reasons for termination. You have sixty (60) days from the date of termination notice to correct the reasons for termination.
  - (4) In the event you default for reasons other than termination of Growing Rights, your growing rights shall also be terminated. In the event we terminate this Agreement due to your default, we shall also have the right to receive damages attributable to your default and costs of enforcement.
  - (5) If you default by voluntary abandonment or by conviction of an offense directly related to this contract, then we shall have the right to take immediate possession of the turkeys and supplies, and to terminate this Agreement effective immediately upon delivery of oral or written notice.
- 5. Notices. All notices, demands, or other writings in this Agreement provided to be given or made or sent shall be deemed to have been fully given or made or sent when made in writing and hand delivered or deposited in the U.S. mail to either party at the address designated below.
  - 6. Captions. Captions in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.